

Docket No. 00-0494
Stipulation

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Illinois Commerce Commission
On Its Own Motion

-vs-

Central Illinois Light Company,
Central Illinois Public Service Company,
Commonwealth Edison Company,
Illinois Power Company, Interstate Power
Company, MidAmerican Energy
Company, Mt. Carmel Public Utility
Company, South Beloit Water, Gas and
Electric, and Union Electric Company

Docket No. 00-0494

Proceeding on the Commission's own
motion concerning delivery services
tariffs of all Illinois electric utilities to
determine what if any changes should be
ordered to promote statewide uniformity
of delivery services and related tariffed
offerings.

STIPULATION

The following discussion sets forth the agreement arrived at concerning policy issues in Illinois Commerce Commission ("Commission") Docket No. 00-0494. The parties to this Stipulation include:

Association of Illinois Electric Cooperatives

Blackhawk Energy Services

Central Illinois Light Company

Central Illinois Public Service Company

Staff of the Commission

Commonwealth Edison Company

Illinois Industrial Energy Consumers	Illinois Power Company
Interstate Power Company	Metropolitan Chicago Health Care Council
MidAmerican Energy Company	Mt. Carmel Public Utility Co.
NewEnergy Midwest, LLC	Nicor Energy, L.L.C.
Illinois Attorney General's Office	Peoples Energy Services Corporation
South Beloit Water, Gas, and Electric Company	Unicom Energy Inc.
Union Electric Company	

Consistent with the Commission's Order initiating this docket, dated July 11, 2000 ("Initiating Order"), the Staff of the Commission conducted a number of workshops in which the parties participated to address (1) what, if any, provisions found in the Illinois electric utilities currently effective sets of delivery services tariffs should be made uniform, and (2) the resulting changes that should be ordered in the delivery services tariffs of each Illinois electric utility.

As a result of the workshop process, the parties were able to agree to the following statements addressing the items listed in the Appendix to the Initiating Order in this proceeding ("Appendix"). The items from the Appendix are listed below with the statements as to each item agreed to by the parties. The numbers immediately preceding each statement of the parties reference the item numbers in the Appendix. Except as set forth below, the parties agree not to raise these issues as the subject of litigation in any subsequent phase of this proceeding, provided that this Stipulation is not rendered null and void under the circumstances set forth below. An electric utility's costs, and recovery thereof, of implementing the changes required in this Stipulation and subsequently ordered by the Commission in this proceeding may be litigated in this or a subsequent proceeding. Further, subsequent to the Commission's entry of a Final Order in this proceeding, parties are no longer bound by the terms of this Stipulation.

Transition Charge Tariff Issues for Utilities Currently Collecting CTCs

1. How are customers provided with their initial Customer Transition Charges ("CTCs") and subsequent updates thereto?

The utilities currently collecting Customer Transition Charges ("CTCs") will calculate and make CTCs available to each existing customer at least thirty days prior to the date such customer first becomes eligible to take delivery services (see also #3, "Time to Provide CTC Information", below).

2. How and where is the class of customers with individual CTCs defined?
The parties agree that this issue may be litigated in this proceeding.
3. How quickly and by what procedures can customers and suppliers receive CTC information?
Provision of CTC Information – Utilities providing CTCs on their websites will provide those CTC values that are individually calculated to registered RESs having customers' account and meter numbers for customers with demand of less than 1 MW. Utilities will not provide such values on their web sites to any person other than the customer for customers with demand of 1 MW or above without explicit customer authorization. For all customers, blocking will continue to be available.

Time To Provide CTC Information – The utilities currently collecting CTCs agree to respond to a request for CTC information for existing customers eligible for delivery services as soon as reasonably possible but within seven business days, depending on the complexity of the individually-calculated CTC. The utilities further agree to include this commitment within each utility's Implementation Plan and/or Supplier Handbook.

4. Should utilities be required to provide, upon request, the underlying calculations supporting customers' CTCs? If so, should they be required to do so in a uniform manner?
Upon request, the underlying calculations supporting an individually calculated CTC will be provided to a customer, or its duly authorized agent. The customer may share such information with any other party, unless a confidentiality agreement existing at the time of the execution of this Stipulation would otherwise preclude the sharing of the individual CTC or any component thereof.
5. Should customers be permitted to see all of the underlying information supporting the calculation of their CTCs? If so, should customers be permitted to share the information with others?
Upon request, the underlying calculations supporting an individually calculated CTC will be provided to a customer, or its duly-authorized agent. The customer may share such information with any other party, unless a confidentiality agreement existing at the time of the execution of this Stipulation would otherwise preclude the sharing of the individual CTC or any component thereof.

Market Value Issues for Utilities Currently Collecting CTCs

1. To the extent that utilities are using the same or similar source information for market values, should the use of, and adjustments to, the information be uniform?

The parties agree not to litigate this issue in this proceeding.

2. How should approved adjustments to the market value of power and energy be implemented (e.g., through formulae in the tariffs with periodic updates filed with the Commission Staff, through numerical values representing the results of such formulae approved by the Commission being included in the tariffs, or both)?

Notices of approved adjustment(s) to the market value of power and energy will be available on each utility's web site as soon as possible after the adjustment(s) are provided to the Commission.

The utilities will make public the recalculated market values used in their tariffs on a fixed date, as specified in their tariffs. Making such information public will include posting such information on the respective utility's web site.

Terms and Conditions of the Single Billing Tariff

1. Should Retail Electric Suppliers ("RESs") have a choice of whether to guarantee payment to the utility of a customer's delivery services charges?

The parties agree not to litigate this issue in this proceeding.

2. Should RESs be required to place the utility's logo on the RES's delivery services bill?
No utility will require any RES to include its logo on any bill issued under the single bill option.

3. What restrictions, if any, should be placed on the formats of SBO bills?
The format of a single bill must conform with the Public Utilities Act ("Act"), i.e., Section 16-118(b), 220 ILCS 5/16-118(b), and the applicable Commission rules. The utilities will not impose additional restrictions on the bill format. This agreement, however, does not affect requirements relating to the transmitting of various notices to customers. Any utility that has tariff language that imposes restrictions on the bill format beyond those found in the Act will modify such tariffs accordingly.

4. What are the remittance schedule(s) for SBO bills?
The parties agree not to litigate this issue in this proceeding.

5. Must RESs include unpaid balances for bundled service on single bills?
The parties agree that this issue may be litigated in this proceeding.

6. What should be the posting order of single billing remittances (e.g., oldest balance first)?
The parties agree that this issue may be litigated in this proceeding.
7. What costing principles should be used to compute the Single Billing Option credit?
The parties agree not to litigate this issue in this proceeding.

Default Service

1. What are the basic terms and conditions of default service?
The parties could not come to agreement on this issue.
2. Under what conditions are customers eligible for Default Service?
The parties could not come to agreement on this issue.
3. What is the name or title of "Default Service?"
The utilities' tariffs will uniformly identify the provision of default service as "Interim Supply Service." The change of the name, by itself, is not meant to denote a change in the terms and conditions of the service.

Customer/Supplier Tariff

1. What standard definitions should be included in delivery services tariffs?
The parties agree that this issue may be litigated in this proceeding.
2. Is there a term requirement for delivery service? If so, what is the term requirement?
The parties agree that this issue may be litigated in this proceeding.
3. What contracts must customers sign to take delivery services?
The parties agree that this issue may be litigated in this proceeding.
4. Through what procedures should customers and suppliers be able to acquire customer-specific historical information? What specific information should be available?
The parties agree that these issues may be litigated in this proceeding.

5. Should there be a uniform electronic means to obtain customer information?
The parties agree that this issue may be litigated in this proceeding.
6. Should there be a fee for providing customer information? When should it be paid?
The existing charges for obtaining certain historical usage information are currently acceptable and need not be addressed in this proceeding.
7. What should be the minimum term for customers returning to bundled service?
The parties agree not to litigate the issue of how long utilities may require nonresidential customers to remain on bundled service after returning from delivery service.
8. Should there be a minimum notice period for a customer's return to bundled service?
The parties agree that utilities may require delivery services customers eligible to return to an applicable bundled tariff service to give up to thirty (30) days notice to return to such tariff service. If customers fail to give the required notice, the utilities may require customers to take Interim Supply Service for up to but not more than the required period for the return to bundled service. This agreement shall not change the utilities' ordinary rules governing the effective date of any service.
9. If a fee is charged when customers switch to delivery services, should customers or suppliers be charged the fee?
The parties agree that this issue need not be litigated in this proceeding.
10. What are the terms and conditions of off-cycle switching service(s)?
The parties agree that where the utility is the entity providing metering service, the utility shall allow off-cycle switches from delivery services to Interim Supply Service or to bundled tariff service and from Interim Supply Service to bundled tariff service, pursuant to the utility's tariff provisions governing off-cycle switching. In the event of any off-cycle switch, the utility may require the RES or the customer, as applicable, to pay the cost, if any, for a special meter reading, and/or other necessary expenses related to processing an off-cycle switch in accordance with the provisions set forth in each utility's tariff.
11. If there is a fee for off-cycle switching service, what should be the fee?
In the event of any off-cycle switch, the utility may require the RES or the customer, as

applicable, to pay the cost, if any, for a special meter reading, and/or other necessary expenses related to processing an off-cycle switch in accordance with the provisions set forth in each utility's tariff.

12. Should explicit dispute resolution terms appear in each utility's tariff or Implementation Plan? If they appear, should the dispute resolution terms follow the 98-0680 template?
The parties agree not to litigate this subject in this proceeding.
13. Should the RES credit requirements in each utility's retail rates be uniform?
The parties agree not to litigate this issue in this proceeding.
14. How and when should RESs be provided notice of their customer's disconnection or reconnection?
Using EDI Form 814C, utilities will notify the appropriate RES when service to a customer has been disconnected the day of, or next business day after, disconnection.
15. At what level of demand is interval metering required to take delivery services?
The parties agree that this issue may be litigated in this proceeding.
16. Should there be uniform implementation procedures when EDI is used?
To the extent practicable, the EDI Working Group (also known as the "CPWG") will work to develop uniform implementation procedures when EDI is used. Recognizing that there may be certain differences in the utilities' systems, the EDI Working Group is directed to review and work towards resolution of the issues to be provided by the parties who have expressed concern with the lack of uniformity. The CPWG will work with these parties and involve other business representatives as necessary to assist in resolving the issues.
17. Should utilities offer uniform energy imbalance provisions?
The parties agree not to litigate this subject in this proceeding.

PPO Tariff Issues for Utilities Currently Collecting CTCs

1. Should non-firm or curtailable service be offered to PPO customers? If so, what are the

terms and conditions of the non-firm or curtailable service that is offered to PPO customers?
The parties could not come to agreement on this issue.

2. What are the restrictions on the availability of the PPO tariff?

The parties could not come to agreement on this issue.

3. What are the prerequisites for service under the PPO tariff, such as notice requirements or execution of a PPO contract?

The utilities shall require notice of no more than 30 days prior to the customer's commencement of service under the PPO tariff. Where the utility is providing metering service, the utility shall allow off-cycle switches to the PPO, consistent with their tariffs now in effect as modified to permit off-cycle switching for customers without interval metering, where the RES or the customer, as applicable, agrees to pay the cost, if any, for a special meter reading and/or other necessary expenses related to processing an off-cycle switch in accordance with the provisions set forth in each utility's tariff.

4. What are the termination provisions under the PPO tariff?

At least 60 days prior to the expiration or automatic renewal of a PPO contract, utilities will notify customers that the existing PPO contract is expiring or will be renewed and inform them of their options.

5. What is the length of the term of service under the PPO tariff?

This issue will be litigated in other proceedings.

6. Should all of the requirements for commencement of service under the PPO tariff (including the timeline for notice and the submission of DASRs) be specifically outlined?

Requirements for taking PPO service will be set forth in each utility's tariffs. The utilities will also set forth these requirements in the appropriate handbooks.

The utilities also agree to make available on their web sites PPO form contracts and all form contracts required to take delivery services, provided such contracts exist. The utilities agree that either a customer, or a customer's properly authorized agent, could sign the applicable documents to take PPO and delivery services.

7. Should fees be charged for PPO assignment? If so, what are the fees?

No agreement was reached on this issue.

8. Is PPO service available to customers who have a CTC of zero either prior to the initiation of PPO service or during the term of a PPO contract? If not, how are customers taking PPO service terminated from that service when their CTC drops to zero?
This issue will be litigated in other proceedings.

Partial Requirements

1. What are the allowable methods for splitting loads?

All utilities agree to allow split load by "percentages", by "first-through-the-meter" and by "separate metering."

Other Tariff Issues

1. What bundled and delivery services tariffs information should be available on each utility's web site? How often should the tariffs updated?

The utilities agree to post information concerning Commission-approved changes to a utility's delivery services tariffs and related informational filings on their web sites.

2. What is the availability, to customers and their representatives, of information on a utility's website as to current tariffs and other information necessary to compute a customer's delivery services bill?

The parties agree that this issue may be litigated in this proceeding.

3. How should suppliers be notified of changes in (a) tariffs and (b) non-tariffed terms and charges?

The utilities agree to post information concerning Commission-approved changes to a utility's delivery services tariffs and related informational filings on their web site.

4. Who is the transmission customer, the retail customer or the customer's RES? Should the RES or the retail customer be responsible for transmission bills?

No party objects to these questions not being at issue in this proceeding.

5. Should RES and CSM registration procedures be uniform?

The parties agree that the existing RES and Customer Self Manager (CSM) registration procedures need not be addressed in this proceeding.

6. What are the terms and conditions on which delivery services should be made available for standby load?

The parties agree that the terms and conditions on which delivery services should be made available for standby load need not be addressed in this proceeding.

7. Which tariffs contain references to the Terms and Conditions of other tariffs? Should tariffs have a standard structure, organization, and section layout within each tariff? Is there a standard structure and layouts of rates within the rate book?

The parties agree that this issue may be litigated in this proceeding.

Mt. Carmel Public Utility Co. ("MCPU")

MCPU has requested an exemption from the areas of tariff uniformity contemplated in this proceeding. The Parties agree that, for good cause, MCPU should be exempted from the areas of tariff uniformity resulting from this proceeding. MCPU's size, costs, small customer base and operations all contribute to an exemption that would not have a deleterious impact on competition in Illinois.

MCPU has identified various topics associated with this docket that it feels are valuable for its customers, employees and other suppliers. Upon MCPU being granted an exemption as contemplated herein, MCPU intends to voluntarily implement various aspects of uniformity.

Based upon a review of the foregoing, the parties to this Stipulation hereby conclude that an exemption should be granted to MCPU and that granting such an exemption does not hinder the development of competition in Illinois.

The parties further agree that the provisions to this Stipulation are not severable but, rather, constitute an agreement that must be considered and adopted in its entirety. By submission of this Stipulation, the signatories agree that they will support the Stipulation and the accompanying Draft Interim Order that will be submitted to the Hearing Examiner. In the event that any party to this proceeding, including those not a party to this Stipulation, objects in any manner to the Hearing Examiner's Proposed Interim Order, or if the Commission were to change the terms and obligations of the Stipulation, the entire Stipulation shall be considered null and void.

Dated: September 29, 2000

By:

This stipulation may be signed in counterparts:

Association of Illinois Electric Cooperatives

By: _____

Blackhawk Energy Services

By: _____

Central Illinois Light Company

By: _____

Central Illinois Public Service Company

By: _____

Union Electric Company

By: _____

Docket No. 00-0494
Stipulation

accompanying Draft Interim Order that will be submitted to the Hearing Examiner. In the event that any party to this proceeding, including those not a party to this Stipulation, objects in any manner to the Hearing Examiner's Proposed Interim Order, or if the Commission were to change the terms and obligations of the Stipulation, the entire Stipulation shall be considered null and void.

Dated: September 29, 2000

By:

This stipulation may be signed in counterparts:

Association of Illinois Electric Cooperatives

By: Earl Street
PRESIDENT / CEO

Blackhawk Energy Services

By: _____

Central Illinois Light Company

By: _____

Central Illinois Public Service Company

By: _____

Docket No. 00-0494
Stipulation

Dated: September 29, 2000

By:

This stipulation may be signed in counterparts:

Association of Illinois Electric Cooperatives

By: _____

Blackhawk Energy Services

By: Julie Vasek

Director - Energy Marketing

Central Illinois Light Company

By: _____

Central Illinois Public Service Company

By: _____

Union Electric Company

By: _____

Docket No. 00-0494

Stipulation

accompanying Draft Interim Order that will be submitted to the Hearing Examiner. In the event that any party to this proceeding, including those not a party to this Stipulation, objects in any manner to the Hearing Examiner's Proposed Interim Order, or if the Commission were to change the terms and obligations of the Stipulation, the entire Stipulation shall be considered null and void.

Dated: September 29, 2000

By:

This stipulation may be signed in counterparts:

Association of Illinois Electric Cooperatives

By: _____

Blackhawk Energy Services

By: _____

Central Illinois Light Company

By: MShea

10/02/00

Central Illinois Public Service Company

By: _____

Docket No. 00-0494
Stipulation

Dated: September 29, 2000

By:

This stipulation may be signed in counterparts:

Association of Illinois Electric Cooperatives

By: _____

Blackhawk Energy Services

By: _____

Central Illinois Light Company

By: _____

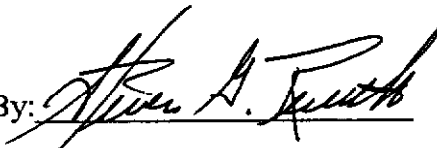
Central Illinois Public Service Company

By: RC Zeller

Union Electric Company

By: RC Zeller

Staff of the Commission

By: 

I. C. C. STAFF COUNSEL

Commonwealth Edison Company

By: _____

Illinois Industrial Energy Consumers

By: _____

Illinois Power Company

By: _____

Metropolitan Chicago Health Care Council

By: _____

Docket No. 00-0494
Stipulation

Staff of the Commission

By: _____

Commonwealth Edison Company

By: John E. Roney
Attorney for Commonwealth Edison Company

Illinois Industrial Energy Consumers

By: _____

Illinois Power Company

By: _____

Metropolitan Chicago Health Care Council

By: _____

Staff of the Commission

By: _____

Commonwealth Edison Company

By: _____

Illinois Industrial Energy Consumers

By: Edward C. Fitzhenry Jr.

Edward C. Fitzhenry Jr.

Illinois Power Company

By: _____

Metropolitan Chicago Health Care Council

By: _____

MidAmerican Energy Company

By: _____

12

L72562-1

Docket No. 00-0494
Stipulation

Commonwealth Edison Company

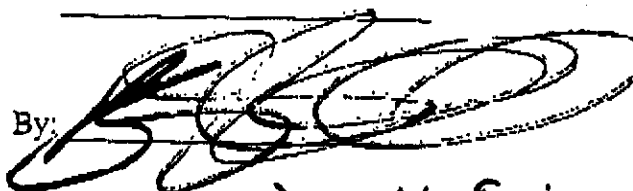
By: _____

Illinois Industrial Energy Consumers

By: _____

Illinois Power Company

By:


Beth O'Donnell, Senior
Attorney for Illinois Power Co.

Metropolitan Chicago Health Care Council

By: _____

MidAmerican Energy Company

By: _____

Mt. Carmel Public Utility Co.

By: _____

Staff of the Commission

By: _____

Commonwealth Edison Company

By: _____

Illinois Industrial Energy Consumers

By: _____

Illinois Power Company

By: _____

Metropolitan Chicago Health Care Council

By: David I. Fein

David I. Fein

MidAmerican Energy Company

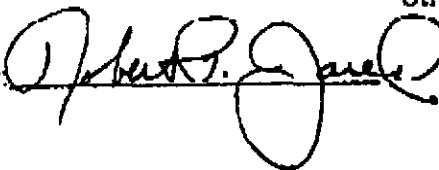
By: _____

Docket No. 00-0494

Stipulation

MidAmerican Energy Company

By:



Robert P. Jared, Attorney

Mt. Carmel Public Utility Co.

By: _____

NewEnergy Midwest, LLC

By: _____

Nicor Energy, L.L.C.

By: _____

Illinois Attorney General's Office

By: _____

Peoples Energy Services Corporation

By: _____


Docket No. 00-0494
Stipulation

MidAmerican Energy Company

By: _____

Mt. Carmel Public Utility Co.

By: _____


ERIC BRAMLET
Koger & Bramlet, P.C.
P.O. Box 278, 316 1/2 Market St.
Mt. Carmel, IL 62863

NewEnergy Midwest, LLC

By: _____

Nicor Energy, L.L.C.

By: _____

Illinois Attorney General's Office

By: _____

Peoples Energy Services Corporation

By: _____

MidAmerican Energy Company

By: _____

Mt. Carmel Public Utility Co.

By: _____

NewEnergy Midwest, LLC

By: K. J. Wahl

MGR. REGULATORY & GOV'T RELATIONS

Nicor Energy, L.L.C.

By: _____

Illinois Attorney General's Office

By: _____

Peoples Energy Services Corporation

By: _____

Docket No. 00-0194
Stipulation

MidAmerican Energy Company

By: _____

Mt. Carmel Public Utility Co.

By: _____

NewEnergy Midwest, LLC

By: _____

Nicor Energy, L.L.C.

By: Wendy A. Ito
Wendy A. Ito
Director Consumer Markets

Illinois Attorney General's Office

By: _____

Peoples Energy Services Corporation

By: _____

Docket No. 00-0494
Stipulation

Illinois Attorney General's Office

By: 

Peoples Energy Services Corporation

By: _____

South Beloit Water, Gas, and Electric Company By: _____

Interstate Power Company

By: _____

Unicom Energy Inc.

By: _____

Docket No. 00-0494
Stipulation

MidAmerican Energy Company

By: _____

Mt. Carmel Public Utility Co.

By: _____

NewEnergy Midwest, LLC

By: _____

Nicor Energy, L.L.C.

By: _____

Illinois Attorney General's Office

By: _____

Peoples Energy Services Corporation

By: Timothy P. Walsh

one of its attorneys

Docket No. 00-0494
Stipulation

Peoples Energy Services Corporation

By: _____

South Beloit Water, Gas, and Electric Company By: Kathleen A. Lippman

KATHLEEN A. LIPP

Interstate Power Company

By: Kathleen A. Lippman

KATHLEEN A. LIPP

Unicom Energy Inc.

By: _____

Docket No. 00-0494
Stipulation

South Beloit Water, Gas, and Electric Company By: _____

Interstate Power Company

By: _____

Unicom Energy Inc.

By: Thomas J. Russell
Senior Counsel

**Questions that May Be Litigated
Docket 00-0494**

Transition Charge Tariff Issues

2. How and where is the class of customers with individual CTCs defined?

Terms and Conditions of the Single Billing Tariff

5. Must RESs include unpaid balances for bundled service on single bills?
6. What should be the posting order of single billing remittances (e.g., oldest balance first)?

Default Service

1. What are the basic terms and conditions of default service?
2. Under what conditions are customers eligible for Default Service?

Customer/Supplier Tariff

1. What standard definitions should be included in delivery services tariffs?
 2. Is there a term requirement for delivery service? If so, what is the term requirement?
 3. What contracts must customers sign to take delivery services?
 4. Through what procedures should customers and suppliers be able to acquire customer-specific historical information? What specific information should be available?
 5. Should there be a uniform electronic means to obtain customer information?
15. At what level of demand is interval metering required to take delivery services?

PPO Tariff

1. Should non-firm or curtailable service be offered to PPO customers? If so, what are the terms and conditions of the non-firm or curtailable service that is offered to PPO customers?

2. What are the restrictions on the availability of the PPO tariff?
7. Should fees be charged for PPO assignment? If so, what are the fees?

Other Tariff Issues

2. What is the availability, to customers and their representatives, of information on a utility's website as to current tariffs and other information necessary to compute a customer's delivery services bill?
7. Which tariffs contain references to the Terms and Conditions of other tariffs?
Should tariffs have a standard structure, organization, and section layout within each tariff? Is there a standard structure and layouts of rates within the rate book?